

**RETURN DATE: JANUARY 12, 2021**

**PETER ELLARD, MICHAEL BANKS, :  
and BAYLEE BUCHANAN, :**

**Plaintiffs, :**

**vs. :**

**ZENABI DATA LLC and :  
EDUARDO IBANEZ :**

**Defendant. :**

**SUPERIOR COURT**

**J.D. OF BRIDGEPORT**

**AT BRIDGEPORT**

**DECEMBER 14, 2020**

**COMPLAINT**

**I. PARTIES**

1. Plaintiff Peter Ellard was and is a resident of New Milford, Connecticut.
2. Plaintiff Michael Banks was and is a resident of Weston, Connecticut.
3. Plaintiff Baylee Buchanan was a resident of Connecticut and New York at various times relevant to this Complaint. Buchanan is currently a resident of North Carolina.
4. Defendant Zenabi Data LLC (“Zenabi”) was and is a domestic Connecticut corporation that maintains offices in Westport, Connecticut.
5. Defendant Eduardo Ibanez was and is a resident of Westport, Connecticut.
6. Ibanez is the Chief Executive Officer of Zenabi.
7. As CEO, Ibanez was the ultimate responsible authority at Zenabi with respect to the hours and conditions of work and the payment of wages.

## **II. FACTS**

### **A. Peter Ellard**

8. Zenabi hired Ellard in July 2018 as the Vice President of Data Engineering and Analytics.

9. At the time of his hire, Ellard negotiated a \$165,000 base salary, a \$65,000 annual bonus, and a share of ownership in the Crypto currency business.

10. Zenabi confirmed the payment terms by email on July 27, 2018.

11. For the 2019-2020 fiscal year, Zenabi was to pay Ellard \$65,000 in non-discretionary bonus, split into two equal payments of \$32,500 in August 2019 and February 2020.

12. The August 2019 payment was made without issue.

13. On February 14, 2020, Ellard emailed Ibanez and Zenabi's Bookkeeper, Mark Davis, to remind them the second half of his non-discretionary bonus, \$32,500, was to be paid in his February 29<sup>th</sup> payroll check. Ibanez replied that "we're good" and informed Ellard the non-discretionary bonus would be paid timely.

14. Zenabi did not pay Ellard as promised. On February 28, Ellard emailed again requesting the bonus payment. Ibanez replied, "I hear ya Pete. It goes out Monday."

15. Monday came and went. The bonus was not paid. This continued for the next several days.

16. By Friday, March 6, Ibanez told Ellard that Ibanez would "add an extra k for time," meaning Ibanez would pay an additional \$1,000 for the delayed payment.

17. The following week, though, was more of the same. Ellard regularly requested his bonus payment; Ibanez promised the money would be paid; but it never was.

18. Suddenly and without warning, Ellard was terminated from Zenabi in April 2020. The last paycheck he received was on March 31, 2020.

19. His promised bonus of \$32,500 was never paid.

**B. Michael Banks**

20. Zenabi hired Banks as President of Travel on January 23, 2019.

21. Zenabi and Banks entered into a contract by signing a Letter of Intent which set forth Banks' base compensation, bonus-based compensation, and equity.

22. The bonus-based compensation entitled Banks to \$100,000 in bonus if he generated new business totaling 300 new customer accounts.

23. Banks secured more than the 300 new customer accounts in less than six months.

24. In addition, he was an integral part of the successful launch of InfluencerYou.com, another initiative of Zenabi and Ibanez.

25. After generating more than 300 new customer accounts, Banks approached Ibanez about his \$100,000 bonus. Banks and Ibanez agreed that Zenabi would make payments of \$10,000 per month until the \$100,000 bonus was paid in full, beginning May 2019.

26. Pursuant to their agreement, Zenabi paid Banks \$35,000 in bonus from May 2019 to August 2019.

27. In September 2019, Ibanez and George Habrecht, Zenabi's former Talent Acquisition Manager, asked Banks to pause bonus payments for two months.

28. Banks agreed to the "pause" with the understanding that the bonus payments would resume and the remaining \$65,000 of earned bonus would be paid in full. Ibanez and Mr. Habrecht agreed to the two months pause.

29. Following the conclusion of the two months, Banks requested that his bonus payments resume every month from October 2019 to March 2020.

30. Each of his requests was refused or ignored.

31. To date, payments have not resumed, and Zenabi has failed to pay the outstanding \$65,000 in earned bonus.

32. After months of requesting payment of his bonus, suddenly and without warning Banks was terminated from Zenabi in March 2020.

### **C. Baylee Buchanan**

33. Zenabi hired Buchanan as a full-time employee in November 2018 as a Graphic Designer.

34. On September 17, 2019, Zenabi and Buchanan entered into a Temporary Employment Agreement.

35. Pursuant to the agreement, Zenabi would pay Buchanan \$45 per hour for her work as a Graphic Designer.

36. Buchanan continued to work for Zenabi. She designed websites, applications, web and print ads, and collateral. She essentially designed anything anyone asked her to, while also attending client and company meetings as necessary.

37. Pursuant to the agreement, Buchanan submitted invoices to Zenabi for payment within 60 days of her work being completed.

38. In December 2019, Buchanan submitted an invoice for 81 hours of work, totaling \$4,052.01. Zenabi paid Buchanan \$450 towards the balance. The remaining \$3,602.01 was not paid.

39. Buchanan continued to work for Zenabi. From December 30, 2019 to February 9, 2020, Buchanan submitted three more invoices for 215 hours of work, totaling \$10,470.60. Zenabi failed to pay any of the invoices.

40. Buchanan regularly requested payment of her unpaid wages, which totaled \$14,072.61. Ibanez consistently told Buchanan that he would pay her or that he had processed the payment, but the money never came.

41. In February 2020, Buchanan informed Zenabi that she would not perform any additional work for the company until the outstanding \$14,072.61 in wages was paid in full.

42. To date, Zenabi has failed to pay any portion of the outstanding \$14,072.61 in wages.

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**FIRST CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
PETER ELLARD AS TO ZENABI DATA, LLC**

43. The plaintiff incorporates by reference all preceding allegations in this Complaint.

44. Ellard's 2019/2020 bonus constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).

45. Zenabi is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).

46. Zenabi failed to pay Ellard \$32,500 of his earned bonus in 2019/2020.

47. As a result, Ellard has suffered and will continue to suffer damages.

**SECOND CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
PETER ELLARD AS TO EDUARDO IBANEZ**

48. The plaintiff incorporates by reference all preceding allegations in this Complaint.
49. Ellard's 2019/2020 bonus constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).
50. Ibanez is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).
51. Ibanez was the specific cause of the wage violation.
52. Ibanez failed to pay Ellard \$32,500 of his earned bonus in 2019/2020.
53. As a result, Ellard has suffered and will continue to suffer damages.

**THIRD CLAIM FOR RELIEF:  
BREACH OF CONTRACT  
PETER ELLARD AS TO ZENABI DATA, LLC**

54. The plaintiff incorporates by reference all preceding allegations in this Complaint.
55. Ellard's bonus plan was objective, non-discretionary and constituted a contract between Ellard and Zenabi.
56. Ellard met or exceeded his bonus objective for his 2019/2020 bonus, entitling him to \$65,000 in non-discretionary bonus.
57. Zenabi only paid \$32,500.
58. Zenabi's failure to pay Ellard his bonus was a material breach of their contract.
59. As a result, Ellard suffered and will continue to suffer damages.

**FOURTH CLAIM FOR RELIEF:  
WRONGFUL DISCHARGE  
CONN. GEN. STAT. §31-69b  
PETER ELLARD AS TO ZENABI DATA, LLC**

60. The plaintiff incorporates by reference all preceding allegations in this Complaint.

61. Ellard requested payment of the \$32,500 outstanding balance of his bonus frequently beginning in February 2020. Ellard complained to Ibanez about Zenabi's failure to pay his earned bonus.

62. Zenabi terminated Ellard to avoid payment of the outstanding balance of his bonus, and in retaliation for Ellard's repeated requests for his earned wages.

63. A motivating factor in Zenabi's decision to terminate Ellard was his complaints about, and protestation of, Zenabi's failure to pay him his earned bonus.

64. As a result, Ellard has suffered and will continue to suffer damages.

**FIFTH CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
MICHAEL BANKS AS TO ZENABI DATA, LLC**

65. The plaintiff incorporates by reference all preceding allegations in this Complaint.

66. Banks' bonus-based compensation constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).

67. Zenabi is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).

68. Zenabi failed to pay Banks \$65,000 of his earned bonus in 2020.

69. As a result, Banks has suffered and will continue to suffer damages.

**SIXTH CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
MICHAEL BANKS AS TO EDUARDO IBANEZ**

70. The plaintiff incorporates by reference all preceding allegations in this Complaint.
71. Banks' bonus-based compensation constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).
72. Ibanez is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).
73. Ibanez was the specific cause of the wage violation.
74. Ibanez failed to pay Banks \$65,000 of his earned bonus in 2020.
75. As a result, Banks has suffered and will continue to suffer damages.

**SEVENTH CLAIM FOR RELIEF:  
BREACH OF CONTRACT  
MICHAEL BANKS AS TO ZENABI DATA, LLC**

76. The plaintiff incorporates by reference all preceding allegations in this Complaint.
77. Banks and Zenabi entered a written contract that specified objective criteria for Banks to earn bonus-based compensation of \$100,000.
78. Banks met or exceed his bonus-based compensation objective laid out in the contract. Zenabi only paid \$35,000 of the contractually obligated \$100,000 bonus.
79. Zenabi's failure to pay Banks his bonus was a material breach of their contract.
80. As a result, Banks suffered and will continue to suffer damages.



**EIGHTH CLAIM FOR RELIEF:  
WRONGFUL DISCHARGE  
CONN. GEN. STAT. §31-69b  
MICHAEL BANKS AS TO ZENABI DATA, LLC**

81. The plaintiff incorporates by reference all preceding allegations in this Complaint.

82. Banks requested payment of the \$65,000 outstanding balance of his bonus frequently from October 2019 to March 2020. Banks complained to Ibanez about Zenabi's failure to pay his earned bonus.

83. Zenabi terminated Banks to avoid payment of the outstanding balance of his bonus, and in retaliation for Banks' repeated requests for his earned wages.

84. A motivating factor in Zenabi's decision to terminate Banks was his complaints about, and protestation of, Zenabi's failure to pay him his earned bonus.

85. As a result, Banks has suffered and will continue to suffer damages.

**NINTH CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
BAYLEE BUCHANAN AS TO ZENABI DATA, LLC**

86. The plaintiff incorporates by reference all preceding allegations in this Complaint.

87. Buchanan's outstanding \$14,072.61 constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).

88. Zenabi is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).

89. Zenabi failed to pay Buchanan \$14,072.61 in wages from December 2019 to February 2020.

90. As a result, Buchanan has suffered and will continue to suffer damages.

**TENTH CLAIM FOR RELIEF:  
FAILURE TO PAY WAGES  
CONN. GEN. STAT. §§ 31-71b, 31-72  
BAYLEE BUCHANAN AS TO EDUARDO IBANEZ**

91. The plaintiff incorporates by reference all preceding allegations in this Complaint.
92. Buchanan's outstanding \$14,072.61 constitutes wages as defined under Conn. Gen. Stat. § 31-71a(3).
93. Ibanez is an "employer" as defined under Conn. Gen. Stat. § 31-71a(1).
94. Ibanez was the specific cause of the wage violation.
95. Ibanez failed to pay Buchanan \$14,072.61 in wages from December 2019 to February 2020.
96. As a result, Buchanan has suffered and will continue to suffer damages.

**ELEVENTH CLAIM FOR RELIEF:  
BREACH OF CONTRACT  
BAYLEE BUCHANAN AS TO ZENABI DATA, LLC**

97. Paragraphs 1-36 are incorporated herein as if fully pled in this Count.
98. Buchanan and Zenabi entered a written contract that required Zenabi to pay Buchanan \$45 per hour for her work as a Graphic Designer.
99. Buchanan performed hours of work for Zenabi as a Graphic Designer. Zenabi did not pay Buchanan for \$14,072.61 worth of work she performed.
100. Zenabi's failure to pay Buchanan was a material breach of their contract.
101. As a result, Banks suffered and will continue to suffer damages.

**WHEREFORE**, Plaintiffs seek the following remedies:

1. An award of back pay, front pay, and other economic losses incurred, including bonuses, benefits, interest, and other consequential damages;
2. Unpaid wages pursuant to Conn. Gen. Stat. 31-72;
3. Double damages pursuant to Conn. Gen. Stat. 31-72;
4. Compensatory damages for emotional distress, loss of reputation, and other non-economic damages;
5. Punitive damages for the defendant's willful and/or recklessly indifferent violation;
6. An award of reasonable attorney's fees and costs; and
7. Such other relief as may be just and equitable.

**RESPECTFULLY SUBMITTED,  
THE PLAINTIFFS**

By: /s/ *Amanda M. DeMatteis*

Amanda M. DeMatteis [Juris No. 434638]

Joshua R. Goodbaum [Juris No. 432716]

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**Please enter our appearances on behalf of the Plaintiffs.**

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**STATEMENT OF AMOUNT IN DEMAND**

The plaintiffs claim damages in excess of 15,000.00 and equitable relief.

**RESPECTFULLY SUBMITTED,  
THE PLAINTIFFS**

By: /s/ Amanda M. DeMatteis

Amanda M. DeMatteis [Juris No. 434638]

Joshua R. Goodbaum [Juris No. 432716]

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